

POLICY NUMBER

5207A733616

	<u>COVERAGES</u>	
	<u>VEH 1</u>	<u>VEH 2</u>
COMPREHENSIVE	100 \$33.70	100 \$29.80
COLLISION	250 \$87.70	250 \$84.50
BODILY INJURY	100/300 \$150.30	100/300 \$109.30
PROPERTY DAMAGE	50000 \$49.70	50000 \$36.20
PERSONAL INJURY PROTECTION	FULL \$45.30	FULL \$33.00
LOSS OF USE	BROAD \$10.00	BROAD \$10.00
TOTAL PREMIUM:	<u>\$376.70</u>	<u>\$302.80</u>

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POLICY COVERAGE

UNINSURED MOTORIST-BODILY INJURY	100/300	\$77.20
UNINSURED MOTORIST-PROPERTY DAMAGE	10,000	INCLUDED

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TERM PREMIUM:	\$756.70	INSTALLMENT PREMIUM:	\$379.35
PAY PLAN: O	OCP/PDP NUMBER: 0000NEWOCP	AMOUNT COLLECTED:	\$252.23

Tom + Bobbie  
Eames





# *Your Nationwide<sup>®</sup> Auto Policy*

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Nationwide Insurance Companies, Home Office: One Nationwide Plaza, Columbus, Ohio 43215-2220

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## Insuring Agreement

For the **policyholder's** payment of premiums in amounts we require and subject to all of the terms and conditions of this policy, we agree to provide the coverages the **policyholder** has selected. These selections are shown in the enclosed Declarations, which are a part of this policy contract. The selected coverages in this policy apply only to occurrences while the policy is in force. Renewal premiums for terms of six months each must be paid in advance.

## Definitions

This policy uses certain common words for easy reading. They are defined as follows:

1. "**POLICYHOLDER**" means the first person named in the Declarations. The **policyholder** is the named insured under this policy but does not include the **policyholder's** spouse. If the first named insured is an organization, that organization is the **policyholder**.
2. "**YOU**" and "**YOUR**" mean the **policyholder** and spouse if living in the same household.
3. "**RELATIVE**" means one who regularly lives in **your** household and who is related to **you** by blood, marriage or adoption (including a ward or foster child). A **relative** may live temporarily outside **your** household.
4. "**INSURED**" means one who is described as entitled to protection under each coverage.
5. "**WE**," "**US**," "**OUR**," and "**THE COMPANY**" mean or refer to the **company** issuing the policy—Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, or Nationwide General Insurance Company.
6. "**YOUR AUTO**" means the vehicle(s) described in the Declarations.
7. "**MOTOR VEHICLE**" means a land **motor vehicle** designed primarily to be driven on public roads. This does not include vehicles operated on rails or crawler treads. Other motorized vehicles designed for use mainly off public roads shall be included within the definition of **motor vehicle** when used on public roads.
8. "**PRIVATE PASSENGER AUTO**" means a four-wheel:
  - a) **private passenger auto**;
  - b) **van**; or
  - c) **pickup truck**.
9. "**DEDUCTIBLE**" means the amount of loss to be paid by the insured. We pay for covered loss above the **deductible** amount.
10. "**OCCUPYING**" means in, upon, entering, or alighting from.
11. "**BODILY INJURY**" means:
  - a) **bodily injury**;
  - b) **sickness**;
  - c) **disease**; or
  - d) **death**;
 of any person.
12. "**PROPERTY DAMAGE**" means:
  - a) **destruction of property**;
  - b) **damage or injury to it**; and
  - c) **loss of its use**.

Other words are also defined. All defined words are in bold print.

Nationwide Auto Policy

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## ***Insured Persons' Duties After an Accident or Loss***

The insured will:

1. give us or our agent prompt notice of all losses and provide written proof of claim if required.
2. notify the police of all theft losses as soon as practicable.
3. promptly deliver to us all papers dealing with any claims or suits.
4. submit to examinations under oath as often as reasonably requested by us.
5. assist us with any claim or suit.
6. If injured, submit to examinations by company-selected physicians as often as the company reasonably requires. The injured person must grant us authority, at our request, to obtain copies of wage and medical records.
7. protect damaged property insured under this policy and make it available to us for inspection before its repair or disposal.
8. provide all records and documents we reasonably request and permit us to make copies.

## ***Territory***

The policy applies in Canada, the United States of America and its territories or possessions, or between their ports. All coverages except Uninsured Motorists apply to occurrences in Mexico, if within 50 miles of the United States boundary. We will base the amount of any Comprehensive or Collision loss in Mexico on cost at the nearest United States point.

**NOTE:** You will need to buy auto insurance from a Mexican insurance company—regardless of coverage provided by this policy—before driving in Mexico. Otherwise, you may be subject to jail detention, auto impoundment, and other legal complications in case of an accident.



## Physical Damage

(damage to your auto)

### ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

For purposes of these coverages only:

1. "LOSS" means accidental loss or damage to your auto, including its equipment, which is both direct and physical. Loss does not include reduction in value from non-physical causes.
2. "EQUIPMENT" means anything usual and incidental to the use of a motor vehicle as a motor vehicle. Any type of trailer is not equipment.

## Coverage Agreements

### COMPREHENSIVE COVERAGE

1. We will pay for loss to your auto not caused by collision or upset. We will pay for the loss less your deductible. Coverage is included for:

- a) damage from contact with:
  - (1) animals; or
  - (2) falling or flying objects.
- b) broken glass:
  - (1) even if caused by collision or upset; and
  - (2) if you do not have Collision coverage.

If your Comprehensive and Collision coverages have different deductibles, the smaller deductible will apply to broken glass. For damage to your auto's windshield, we may offer to have it repaired in lieu of replacement. We will not apply a deductible for the repair of the windshield. However, if the repair is not satisfactory, we will replace the windshield subject to your deductible.

Also, if your auto has a loss under this coverage we will:

- a) pay for resulting damage to your clothing and luggage or that of any relative. Maximum payment is \$200. We will pay for stolen clothing or luggage only if your auto is stolen.
- b) repay your travel costs after your auto is stolen. Maximum payment is \$15 per day — not to exceed \$450 per occurrence. These costs must be incurred within a certain time. It starts 48 hours after you report the theft to us and the police. It ends when your auto is returned to you or we pay for its loss.
- c) repay you for the cost of travel from where your auto was disabled to where you were going. Maximum payment is \$10.

### COLLISION COVERAGE

1. We will pay for loss to your auto caused by collision or upset. We will pay for the loss less your deductible. However, we will not subtract the deductible amount for broken glass if you have full (no deductible) Comprehensive coverage in force.
2. Also if your auto has a loss under this coverage we will:
  - a) pay for resulting damage to your clothing and luggage or that of any relative. Maximum payment is \$200.
  - b) repay you for the travel cost to where you were going. Maximum payment is \$10.

Physical Damage**TOWING AND LABOR COSTS COVERAGE**

We will pay towing and labor costs if your auto is disabled. We will pay only for labor costs at the place where your auto is disabled. Our maximum payment per disablement is shown in the Declarations.

***Coverage Extensions*****USE OF TRAILERS**

The insurance on your auto covers a trailer used by you or a relative.

1. The trailer must be:
  - a) designed for use with a private passenger auto; and
  - b) used with a vehicle that is insured under these coverages.
2. The trailer must not be:
  - a) otherwise insured;
  - b) owned by you or a relative; or
  - c) used for business purposes with a vehicle that's not a private passenger auto.
3. The maximum amount payable is \$500.

**USE OF OTHER MOTOR VEHICLES**

The insurance on your auto also covers other motor vehicles as follows:

1. A motor vehicle you do not own, while it is used in place of your auto for a short time. Your auto must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.
2. A four-wheel motor vehicle newly acquired by you. You must report the acquisition of the vehicle to us during the first 30 days you own the vehicle. Also, if the newly acquired vehicle does not replace your auto, all household vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply.  
We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.
3. A private passenger auto owned by a non-member of your household and not covered in item 1. of this section.
  - a) This applies only:
    - (1) to policies issued to persons (not organizations).
    - (2) while such auto is used by you or a relative.
  - b) We will not pay for loss:
    - (1) that results from the operation of an auto:
      - (a) repair shop;
      - (b) public garage or parking place;
      - (c) sales agency; or
      - (d) service or maintenance facility.
    - (2) involving a private passenger auto owned by an employer of an insured.
    - (3) involving a private passenger auto furnished to you or a relative for regular use.
    - (4) to any rented motor vehicle.

4. A rented private passenger auto, including its loss of income.
  - a) This applies only:
    - (1) to policies issued to persons (not organizations);
    - (2) while such auto is rented by you or a relative;
    - (3) if such auto is rented from a rental company for less than 28 days; and
    - (4) for loss of income that is:
      - (a) verifiable by us; and
      - (b) owed to a rental company because:
        - (1) the rental company had a customer willing to rent a private passenger auto; and
        - (2) there was no other vehicle available for rental in place of the damaged rented auto.
  - b) We will not pay for loss involving a private passenger auto rented or leased by anyone for or on behalf of the employer of an insured.

## Coverage Exclusions

We will not pay for loss:

1. To more than one:
  - a) recording tape;
  - b) compact disc; or
  - c) other recording media.
2. To a container to be used for storing or carrying:
  - a) recording tapes;
  - b) compact discs; or
  - c) other recording media.
3. To any device which is a:
  - a) tape player;
  - b) compact disc player;
  - c) citizens band radio;
  - d) two-way mobile radio;
  - e) telephone; or
  - f) any other device which records, emits, receives and/or transmits sound.

This exclusion (3.) does not apply if the device is a permanent part of your auto. Permanent part means installed in a location used by an auto maker for such a device. If the device is not covered, its antenna and other parts are not covered.
4. To scanning monitor receivers used for radar detection, or any other device designed to detect the monitoring of speed.
5. To a camper or living quarters unit which can be mounted on or attached to a vehicle. We will pay the loss if:
  - a) the unit is reported to us; and
  - b) the required premium is paid; before the loss.
6. Caused by and limited to:
  - a) wear and tear;
  - b) freezing;
  - c) mechanical or electrical breakdown or failure.

This exclusion (6.) does not apply to Towing and Labor coverage.



**Physical Damage**

7. To any motor vehicle while used to carry persons or property for a fee. Motor vehicles used in shared-expense car pools are not considered as carrying persons for a fee.
8. To any motor vehicle due to an act of war.
9. To your auto which occurs:
  - a) while your auto is being used in any illegal trade or transportation by:
    - (1) you;
    - (2) a relative; or
    - (3) anyone else with your knowledge or permission; or
  - b) due to confiscation of your auto by any law enforcement agency because of your auto's use in such activities.

## ***Limits and Conditions of Payment***

### **ACTUAL CASH VALUE**

The limit of our coverage is the cash value of your auto or its damaged parts at the time of loss. To determine cash value, we will consider:

1. fair market value;
2. age; and
3. condition of the property;

at the time of loss. In addition to our payment of the loss, necessary and reasonable towing and storage will be paid to protect the auto from further damage.

### **LOSS SETTLEMENT**

At our option, we may:

1. pay you directly for a loss;
2. repair or replace your auto or its damaged parts with parts furnished either by original equipment manufacturers or non-original equipment manufacturers;
3. return stolen property at our expense and pay for any damage.

### **AMOUNTS PAYABLE FOR TOWING AND LABOR COSTS**

The limit of our coverage for a loss is limited to the amount shown in the Declarations. Limits apply as stated in the Declarations. Insuring more than one person or vehicle under this policy does not increase our limits.

### **OTHER INSURANCE**

If you have other insurance that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible for the loss. For loss to motor vehicles other than your auto, we will pay only the insured loss not covered by other insurance.

## ***Coverage Condition***

### **AUTO RECOVERY**

When an insured auto which has been stolen or abandoned is located, we have the right to take it into our care to keep it safe.

## *Loss Payable Clause*

This clause applies to the Comprehensive and Collision coverages provided by this policy. It protects the lienholder named in the policy Declarations.

Payment for loss will be made according to the interest of the policyholder and lienholder. Payment may be made to both jointly, or to either separately. Either way, the company will protect the interests of both.

Protection of the lienholder's financial interest will not be affected by any change in ownership of the vehicle insured, nor by any act or omission by any person entitled to coverage under this policy. However, protection under this clause does not apply in any case of conversion, embezzlement, secretion or willful damaging or destruction of the vehicle committed by or at the direction of an Insured.

If the company cancels or refuses to renew the policy, the lienholder will receive notice at least 10 days before protection of its interest will end. The company will also notify the lienholder if coverage under the policy is excluded for any named driver.

The lienholder shall notify the company upon learning of any change in ownership of the vehicle.

To the extent of payment to the lienholder, the company will be entitled to the lienholder's rights of recovery. The company will do nothing to impair the right of the lienholder to recover the full amount of its claim.

## *Assignability*

No interest in these coverages can be transferred without our written consent. However, if the policyholder dies, they will stay in force for the rest of the policy period. They will apply for anyone having proper temporary custody of your auto.

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# Auto Liability

(for damage or injury to others caused by your auto)

## Coverage Agreement

### PROPERTY DAMAGE AND BODILY INJURY LIABILITY COVERAGE

1. We will pay for damages for which you are legally liable as a result of an accident arising out of the:
  - a) ownership;
  - b) maintenance or use; or
  - c) loading or unloading;
 of **your auto**. A relative also has this protection. So does any person or organization who is liable for the use of **your auto** while used with your permission.
2. Damages must involve:
  - a) **property damage**; or
  - b) **bodily injury**.
3. We will pay such liability losses up to the limits stated in the Declarations. In addition to these limits and as to any covered damages, we will:
  - a) defend at our expense, with attorneys of our choice, any suit against the insured. We may settle or defend any claim or suit as we think proper.
  - b) pay:
    - (1) all expense incurred by us; and
    - (2) all costs levied against the insured; in any such suit.
  - c) pay premiums:
    - (1) of not more than \$250 per insured for bail bond required because of an accident or traffic violation.
    - (2) for appeal bonds in defended suits and for bonds to release attached property. The amount of such bonds shall not be more than the limits of liability shown in the Declarations.
 Although paying such premiums, we are not required to apply for or furnish such bonds.
  - d) pay post-judgment interest on all damages awarded. We will not pay interest that accrues after such time as we have:
    - (1) paid;
    - (2) formally offered; or
    - (3) deposited in court;
 the amount for which we are liable under this policy.
  - e) pay expenses incurred by an insured for emergency medical aid to others at the time of accident.
  - f) pay all reasonable expenses incurred by an insured at our request, but not more than \$50 per day for loss of earnings.
4. After the limits of this coverage have been paid, we will not defend any suit or pay any claim or judgment.

Auto Liability

## Coverage Extensions

### USE OF TRAILERS

1. This coverage applies to the use of a trailer by:
  - a) you;
  - b) a relative; or
  - c) someone else with your permission.
2. The trailer must be:
  - a) designed for use with a private passenger auto; and
  - b) used with a vehicle that is insured under this coverage.
3. The trailer must not be used for business purposes with a vehicle that's not a private passenger auto.

### USE OF OTHER MOTOR VEHICLES

This coverage also applies to certain other motor vehicles as follows:

1. A motor vehicle you do not own, while it is used in place of your auto for a short time. Your auto must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.
2. A four-wheel motor vehicle newly acquired by you. This coverage applies only during the first 30 days you own the vehicle unless it replaces your auto. If the newly acquired vehicle does not replace your auto, all household vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply.  
 We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.
3. A motor vehicle owned by a non-member of your household and not covered in item 1. of this section.
  - a) This applies only to policies issued to persons (not organizations) and while the vehicle is being used by you or a relative. It protects the user, and any person or organization, except as noted below in b), who does not own the vehicle but is legally responsible for its use.
  - b) This does not apply to losses involving a motor vehicle:
    - (1) used in the business or occupation of you or a relative except a private passenger auto used by you, your chauffeur, or your household employee;
    - (2) owned, rented or leased by an employer of an insured;
    - (3) rented or leased by anyone for or on behalf of an employer of an insured; or
    - (4) furnished to you or a relative for regular use. Furnished for regular use does not include a motor vehicle rented from a rental company for less than 28 days.

### FINANCIAL RESPONSIBILITY

We will adjust this policy to comply:

1. With the financial responsibility law of any state or province which requires higher liability limits than those provided by this policy.
2. With the kinds and limits of coverage required of non-residents by any compulsory motor vehicle insurance law, or similar law.

However, any loss payment under this coverage will be made only over and above any other collectible motor vehicle insurance. In no case will anyone be entitled to duplicate payments for the same loss.

## Coverage Exclusions

### A. This coverage does not apply to:

1. a) Any person for any occurrence arising out of the operation of an auto:
  - (1) repair shop;
  - (2) public garage or parking place;
  - (3) sales agency; or
  - (4) service or maintenance facility.
- b) However, this exclusion does not apply to:
  - (1) you;
  - (2) a relative; or
  - (3) a partner, employee, or agent of you or a relative;
 with regard to the use of your auto.
2. **Property damage** caused by any insured:
  - a) to a motor vehicle that is owned or operated by, or in the custody of, that insured; or
  - b) to any other property that is owned by or in the custody of any insured or anyone occupying your auto. This exclusion does not apply to a:
    - (1) rented home; or
    - (2) rented private garage.
3. **Bodily injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by any insured under a:
  - a) workers' compensation;
  - b) unemployment compensation;
  - c) non-occupational or occupational disease;
  - d) disability benefits;
 or any similar law.
4. **Bodily injury** to an employee of any insured while engaged in employment. However, it does cover an employee at your home who is not, or is not required to be, covered by any workers' compensation law.
5. The United States of America or any of its agencies. It also does not apply to any employee of the United States of America or any of its agencies while such person is acting within the scope of his or her office or employment and the provisions of the Federal Tort Claims Act apply.
6. Any person protected under nuclear energy liability insurance. This exclusion applies even if that insurance has been exhausted.

### B. This coverage does not apply, with regard to any amounts above the minimum limits required by the Delaware Financial Responsibility law as of the date of the loss, to:

1. **Property damage** or **bodily injury** caused intentionally by or at the direction of an insured, including willful acts the result of which the insured knows or ought to know will follow from the insured's conduct.
2. Use of any motor vehicle to carry persons or property for a fee. Motor vehicles used in shared-expense car pools are not considered as carrying persons for a fee.

## Limits and Conditions of Payment

### AMOUNTS PAYABLE FOR LIABILITY LOSSES

Our obligation to pay Property Damage or Bodily Injury Liability losses is limited to the amounts per person and per occurrence stated in the Declarations. The following conditions apply to these limits:

#### 1. The limit shown:

- a) for Property Damage Liability is for all **property damage** in one occurrence.

**Auto Liability**

- b) for Bodily Injury Liability for any one person is for all legal damages, including all derivative claims, claimed by anyone arising out of and due to **bodily injury** to one person as a result of one occurrence.  
The per-person limit is the total amount available when one person sustains **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of **bodily injury**, including death, to one person as a result of one occurrence.
  - c) for Bodily Injury Liability for each occurrence is the total limit of our liability for all legal damages when two or more persons sustain **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims arising out of **bodily injury**, including death, to two or more persons as a result of one occurrence. This total limit is subject to the limit for any one person.
- 2. Liability limits apply as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our liability limits.
  - 3. In any loss covered under items 2. and 3. of "USE OF OTHER MOTOR VEHICLES," the highest liability limit applicable to any one vehicle on this policy will apply.
  - 4. A motor vehicle and attached trailer are considered one vehicle for Auto Liability coverage.

**OTHER INSURANCE**

- 1. In any loss involving the use of **your auto**, we will be liable for only our share of the loss if there is other collectible liability insurance. Our share is our proportion of the total insurance limits for the loss.
- 2. For losses covered under "USE OF OTHER MOTOR VEHICLES," our coverage is excess over any other collectible:
  - a) insurance;
  - b) self insurance;
  - c) proceeds from a governmental entity; or
  - d) other sources of recovery.

If more than one policy issued by us or an affiliated company applies on an excess basis to the same loss, we will pay only up to the highest limit of any one of them.

***Assignability***

No interest in this coverage can be transferred without our written consent. However, if the policyholder dies, the Liability coverage will stay in force for the rest of the policy period for:

- 1. Anyone having proper temporary custody of **your auto** until a legal representative is appointed; and
- 2. The appointed legal representative.



## No-Fault

(Delaware Motorists Protection Act)

### ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

For purposes of these coverages only:

1. "MOTOR VEHICLE" includes a trailer used with it.
2. "LOSS OF EARNINGS" means employment income actually lost, net of taxes, if the **bodily injury** prevents the insured from working, including earnings from self-employment. **Loss of earnings** does not include any loss after the death of an injured person.
3. "HOUSEHOLD MEMBER" means a **relative** or any other person who regularly lives in your household and is economically dependent upon you.
4. "PEDESTRIAN" means a person who is not occupying a motor vehicle at the time **bodily injury** occurs.
5. "EXPERIMENTAL TREATMENT" means medical treatment that is experimental in nature which is not accepted as effective therapy by:
  - a) the state medical association or board;
  - b) an appropriate medical specialty board;
  - c) the American Medical Association;
  - d) the Surgeon General; or
  - e) the Federal Food and Drug Administration.
6. "USUAL, CUSTOMARY AND REASONABLE CHARGES" means charges for services or supplies covered under this policy, which are:
  - a) usual and customary in the place where provided; and
  - b) not more than what would have been charged if the injured person had no insurance; and
  - c) not **Experimental Treatment**.

"MEDICALLY NECESSARY" means a service or procedure which is necessary, appropriate and consistent for the symptoms, diagnosis or treatment of a condition of injury or sickness within generally accepted current standards of good medical practice. The fact that any particular doctor may prescribe, order, recommend or approve a service or procedure does not, in itself, make the service or procedure **medically necessary**.
8. "UTILIZATION MANAGEMENT OR REVIEW" means cost and utilization containment activities designed to determine **usual, customary and reasonable charges for medically necessary services** provided to an **insured**. These activities include, but are not limited to medical bill auditing and case management.

### Coverage Agreement

Personal Injury Protection coverage and coverage for Damage to Property Other Than a Motor Vehicle are provided in accordance with Section 2118, Subchapter 1, Chapter 21, Title 21 of the Delaware Code.

### PERSONAL INJURY PROTECTION COVERAGE

Under this coverage, we will pay benefits for accidental **bodily injury** of an **insured** arising out of the:

1. ownership;
2. maintenance; or



*No-Fault*

3. use;

of a motor vehicle as a motor vehicle. We will pay regardless of fault in the accident. Benefits include:

- Medical Expenses
- Funeral Expenses
- Loss of Earnings
- Substitute Service Expenses

#### **YOU AND A HOUSEHOLD MEMBER**

You and household members are covered for **bodily injury**:

1. while occupying a motor vehicle; or
2. as a pedestrian if injury involves a motor vehicle.

However, if injured while occupying or by involvement with any motor vehicle other than your auto, this coverage will apply only if the other motor vehicle is not insured under the Delaware Motorists Protection Act.

#### **OTHER PERSONS**

Any other person is covered:

1. while occupying your auto anywhere this coverage is in force; or
2. as a pedestrian, if such person is hit by your auto in Delaware.

#### **BENEFITS**

We will pay benefits up to a total of \$15,000 for **bodily injury per insured** in one accident, and up to \$30,000 in total if two or more insureds are injured in one accident. In case of **bodily injury to you or a household member**, we will subtract any deductible amount selected from the amount otherwise payable.

Within the \$15,000 / \$30,000 total limits, Personal Injury Protection benefits are payable as follows:

##### **Medical Expenses**

We will pay **usual, customary and reasonable charges** for Medical Expenses incurred within two years of the accident for **medically necessary** treatment and care. This includes ambulance, medical, hospital, surgical, x-ray, professional nursing and dental services, and prosthetic devices. It also includes **medically necessary** treatment and care in accordance with a recognized religious method of healing.

Medical Expenses for dental or surgical procedures incurred later than two years after the accident will be payable. These expenses must be related to any dental or surgical procedures that were determined within the two years to be **medically necessary**, but impractical or impossible to perform in that period. However, we must receive written verification of the need from a qualified medical practitioner within the two-year period. At our option, we will pay such expenses either when we receive verification or when they are incurred.

We may apply utilization management or review to determine:

1. **usual, customary and reasonable charges**; and/or
2. **medically necessary** services.

##### **Funeral Expenses**

We will also pay **usual, customary and reasonable charges** for Funeral Expenses, including all customary charges and the cost of a burial plot, up to \$5,000 per insured. Such expenses must be incurred within two years of the accident.

##### **Loss of Earnings**

We will pay for **Loss of Earnings** incurred within two years of the accident. The insured has the duty to reduce this loss by seeking other substitute employment that the insured is physically capable of performing.



We will also pay Loss of Earnings incurred later than two years after the accident. However, the Loss of Earnings:

1. must be related to dental or surgical procedures that were determined within the two years to be medically necessary, but impractical or impossible to perform in that period;
2. must be verified, in writing, within two years of the accident;
3. shall be limited to the period of time necessary to recover from such dental or surgical procedures but not to exceed 90 days;
4. must be verified, in writing, by a qualified medical practitioner that the insured is unable to work due to the dental or surgical procedures being performed; and
5. is payable, at our option, either when we receive verification or when it is incurred.

#### **Substitute Service Expenses**

We will pay reasonable Substitute Service Expenses incurred within two years of the accident for necessary personal services the insured would have performed had the insured not been injured.

#### **ADDED DEATH BENEFIT (Seat Belt)**

We will pay a single death benefit of \$10,000 for any insured using an approved motor vehicle seat belt or child restraint system at the time of the accident. Death must occur within one year and as a direct result of the accident. This benefit is in addition to any other benefit provided by this coverage for funeral costs, survivors' loss, or death.

#### **EXCLUSIONS - PERSONAL INJURY PROTECTION**

We will not pay Personal Injury Protection benefits for bodily injury:

1. to you or a household member involving a motor vehicle which is:
  - a) owned; or
  - b) available for regular use;by you or a household member if such motor vehicle is not insured under this policy.
2. to anyone while operating your auto without your expressed or implied permission.
3. to anyone whose conduct contributed to his or her own bodily injury if that person:
  - a) intentionally caused self-injury; or
  - b) was injured while committing a felony.
4. to anyone while occupying a motor vehicle located for use as a residence or premises.
5. resulting from any act of war, or as a result of any hazardous quality of nuclear material.

#### **OTHER INSURANCE - PERSONAL INJURY PROTECTION**

The following provisions apply to circumstances in which Personal Injury Protection benefits are available from more than one policy or company:

1. If other insurance available under the Delaware Motorists Protection Act applies to a loss, we will be liable only for our proportional share of the loss. That share will be determined by our proportion of the total coverage limits provided under this and the other available coverage.
2. If bodily injury results from occupying or being hit by any vehicle that is not insured as required under the Delaware Motorists Protection Act, we will pay covered benefits only over and above other similar auto insurance that is available under another policy.
3. If a non-resident of Delaware sustains bodily injury while occupying your auto outside Delaware, we will pay covered benefits only over and above other similar auto insurance that is available under another policy.

No-Fault

## **DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE**

We will pay for accidental damage done by **your auto** to property other than a motor vehicle. The coverage applies only to accidents in Delaware. Maximum amount payable for all damage to property resulting from one accident is \$10,000.

### **EXCLUSIONS – DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE**

This coverage does not apply:

1. to any property owned, rented, or leased by **you** or a household member.
2. to any property in or upon any motor vehicle.
3. to damage to aircraft, watercraft, or self-propelled construction equipment and other self-propelled mobile equipment, or to any property in or upon any such craft or equipment.
4. to property damage resulting from any act of war, or from radioactive contamination.
5. while **your auto**:
  - a) is used to carry persons or property for a fee. Shared-expense car pools are not considered as carrying persons for a fee.
  - b) is located for use as a residence or premises.
  - c) is used without your expressed or implied permission.

### **OTHER INSURANCE – DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE**

This coverage does not apply if there is other valid and collectible insurance covering the loss, unless you or someone else who was operating **your auto** would be legally liable for the loss. If agreement cannot be reached on the question of legal liability, the question will be resolved by arbitration.

## ***Limits and Conditions of Payment***

### **BENEFITS PAYABLE**

1. The insuring of more than one person or motor vehicle under Personal Injury Protection and Damage to Property Other Than a Motor Vehicle does not increase our liability, as described in these coverages, to any one person in any one accident.
2. Regardless of the number of Nationwide policies or coverages that apply, the maximum Added Death Benefit payable, as a result of using an approved motor vehicle seat belt or child restraint system, under all policies or coverages combined is \$10,000 per insured.

### **PROMPT CLAIMS PAYMENTS**

Payments of expenses under Personal Injury Protection coverage shall be made as soon as practical after they are received during the two year period after the accident. Expenses which are incurred within the two years but which have been impractical to present to us within the two years shall be paid if presented within 90 days after the end of the two year period.

### **DUPLICATE PAYMENT**

We will make no duplicate payment to or for any insured for the same element of loss.

## ***Insured Persons' Duties***

1. The insured or someone on the insured's behalf will report any accident to us in writing as soon as practicable. This report will:
  - a) identify persons injured and property damaged; and
  - b) give reasonably-obtainable information about the time, place, and circumstances of the accident.
2. As soon as practicable, the insured or someone on the insured's behalf will submit proof of any Personal Injury Protection claim to us, under oath if we request.



## Uninsured Motorists

(for bodily injury and property damage caused by uninsured and underinsured motorists)

### ADDITIONAL DEFINITIONS APPLICABLE TO THIS COVERAGE

"UNINSURED MOTOR VEHICLE" — See definition in COVERAGE AGREEMENT section.

"PROPERTY DAMAGE" — See definition in COVERAGE AGREEMENT section.

## Coverage Agreement

### YOU AND A RELATIVE

We will pay damages, including derivative claims, which are due by law to **you** or a **relative** from the owner or driver of an **uninsured motor vehicle** because of **bodily injury** suffered by **you** or a **relative**, and because of **property damage**. Damages must result from an accident arising out of the:

1. ownership;
2. maintenance; or
3. use;

of the **uninsured motor vehicle**.

### OTHER PERSONS

We will also pay damages, including derivative claims, which are due by law to other persons who:

1. are not a named insured or an insured household member for Uninsured Motorists coverage under another policy; and
2. suffer **bodily injury** while occupying:
  - a) **your auto**.
  - b) a **motor vehicle** you do not own, while it is used in place of **your auto** for a short time. **Your auto** must be out of use because of:
    - (1) breakdown;
    - (2) repair;
    - (3) servicing;
    - (4) loss; or
    - (5) destruction.
  - c) a **four-wheel motor vehicle** newly acquired by you to which the Auto Liability coverage of this policy applies. The coverage applies only during the first 30 days you own the vehicle, unless it replaces **your auto**.
  - d) any other **motor vehicle** while it is being operated by **you** or a **relative**. This extension applies only in policies issued to persons (not organizations). However, the vehicle must not be:
    - (1) owned by you or a relative; or
    - (2) furnished to you or a relative for regular use.

### PROPERTY COVERED

Coverage for **property damage** applies to the following property:

1. **your auto**, including its loss of use.

Uninsured Motorists

2. **your auto's contents** which are owned by **you** or a **relative**.
3. **your auto's contents** which are owned by any other person. However, such contents are covered only while their owner is **occupying your auto**.
4. property **you** or a **relative** own while it is contained in any of the following:
  - a) a **motor vehicle** you do not own, while it is used in place of **your auto** for a short time. **Your auto** must be out of use because of:
    - (1) breakdown;
    - (2) repair;
    - (3) servicing;
    - (4) loss; or
    - (5) destruction.
  - b) any other **motor vehicle** while it is being operated by **you** or a **relative**. However, the vehicle must not be:
    - (1) owned by **you** or a **relative**; or
    - (2) furnished to **you** or a **relative** for regular use.

**RECOVERY**

1. Before recovery, we and the insured must agree on two points:
  - a) whether there is a legal right to recover damages from the owner or driver of an **uninsured motor vehicle**; and if so,
  - b) the amount of such damages.

If agreement can't be reached, the matter may go to arbitration. Refer to the **GENERAL POLICY CONDITIONS** for arbitration provisions.
2. Questions between the injured party and us regarding such person's entitlement to Uninsured Motorists coverage, or the limits of such coverage, are not subject to arbitration and shall be decided by a court of law.
3. Any judgment against the uninsured (including underinsured) will be binding on us only if it has our written consent.

**DEFINITIONS**

For purposes of this coverage only:

1. An **uninsured motor vehicle** is:
  - a) one for which there is no auto liability bond, insurance or other security in effect, applicable to the vehicle owner, operator, or any other liable person or organization, at the time of the accident.
  - b) one which is underinsured. This is a **motor vehicle** for which bodily injury liability coverage or other security or bonds are in effect; however, their total amount is less than the limits of this coverage. See the Declarations for those limits.
  - c) one for which the insuring company denies coverage or becomes insolvent.
  - d) a "hit-and-run" **motor vehicle** which causes **bodily injury** to an **insured** or **property damage** to property of the insured. **Bodily injury** or **property damage** must be caused by physical contact of the "hit-and-run" **motor vehicle** with the **insured** or with an **insured motor vehicle**, or by a non-contact vehicle.

The driver and the owner of the "hit-and-run" vehicle must be unknown. The insured must report the accident to the police or proper governmental authority. We must be notified within 30 days, or as soon as practicable, that the insured or his legal representative has a legal action for damages arising out of the accident. This notification must include facts supporting the action. If we request, any **motor vehicle** the **insured** was occupying at the time of accident must be made available for our inspection.

2. We will not consider as an uninsured motor vehicle:
  - a) a motor vehicle that is "self-insured" under any law;
  - b) any motor vehicle owned by a government unit or agency;
  - c) any vehicle in use as a residence or premises;
  - d) any equipment or vehicle designed for use mainly off public roads except while on public roads;
  - e) any motor vehicle insured under the liability coverage of this policy; nor
  - f) any motor vehicle owned by, or furnished for the regular use of, you or a relative.
3. **Property damage** means:
  - a) destruction of property; and
  - b) damage or injury to it.

## Coverage Exclusions

This Uninsured Motorists Insurance does not apply:

1. to use of any motor vehicle by an insured to carry persons or property for a fee. Motor vehicles used in shared-expense car pools are not considered as carrying persons for a fee.
2. to use of any motor vehicle by an insured without the owner's permission.
3. if the insured or legal representative settles, without our written consent, with any party who may be liable and the settlement prejudices our right to recover payment from that liable party.
4. to bodily injury suffered while occupying a motor vehicle owned by you or a relative, but not insured for Auto Liability coverage under this policy. It also does not apply to bodily injury from being hit by any such motor vehicle.
5. to directly or indirectly benefit any workers' compensation or disability benefits carrier, or any person or organization qualifying as a "self-insurer" under a workers' compensation, disability benefits or similar laws.
6. to the first \$250 of damage to the property of each insured as the result of one accident.
7. to property contained in or struck by a motor vehicle that is owned by you or a relative but is not insured under this coverage.
8. to directly or indirectly benefit any insurer of property.

## Insured Persons' Duties

1. In making a bodily injury claim under this coverage, the insured must:
  - a) submit written proof of the claim to us as soon as practicable. It must be under oath, if required. It must include details of:
    - (1) the nature and extent of injuries;
    - (2) treatment; and
    - (3) any other facts which could affect the amount of payment.
  - b) provide all facts of the accident and the name of all witnesses.
  - c) answer questions under oath as often as we require.
  - d) be examined by doctors chosen by us as often as we require. At our request, the injured person or his legal representative must promptly authorize us to:
    - (1) speak with any doctor who has provided treatment;
    - (2) read all medical history and reports of the injury;

Uninsured Motorists

- (3) obtain copies of wage and medical reports and records; and
  - (4) obtain copies of all medical bills as they are incurred.
2. In making a **property damage** claim under this coverage, the **insured** must:
    - a) submit proof of the loss to us within 60 days after the loss occurs, unless we grant an extension of this time in writing. The proof of loss must be a sworn statement of:
      - (1) the interest of the insured and all others in the damaged property;
      - (2) any encumbrances on the damaged property;
      - (3) the damaged property's cash value at time of loss;
      - (4) the time, place, cause, and amount of loss; and
      - (5) the kind and amount of all other insurance covering the damaged property.
    - b) make damaged property available for our inspection, at our request.
  3. After notice of claim, we may require the insured to take legal action against any liable party.
  4. An insured may bring legal action against the other party for **bodily injury** or **property damage**. A copy of any paper served in this action must be sent to us at once.
  5. The insured must:
    - a) obtain our written consent to:
      - (1) settle any legal action brought against any liable party; or
      - (2) release any liable party.
    - b) preserve and protect our right to subrogate against any liable party.

***Trust Agreement***

This applies to the extent of any payment we make under this coverage.

1. We will have first right to any amount the insured receives from any liable party. The insured must:
  - a) hold in trust for us his right to recover against any such party;
  - b) do whatever is proper to secure such rights, and do nothing to prejudice them;
  - c) furnish us all papers in any suit the insured files;
  - d) do what is necessary to recover for us payments made under this coverage; and
  - e) repay us out of any recovery for any payments we have made and any expenses we have incurred in the action.
2. Our payment of a claim may result from the insolvency of an insurer. If so, we have the right to recover from the insurer, but not its insured.
3. Our rights to recover against any liable party or an insolvent insurer are limited to the amount of coverage required by the financial responsibility law.

***Limits and Conditions of Payment*****AMOUNTS PAYABLE FOR UNINSURED MOTORISTS LOSSES**

Our obligation to pay Uninsured Motorists – Bodily Injury and Uninsured Motorists – Property Damage losses is limited to the amounts per person and per occurrence stated in the Declarations. The following conditions apply to these limits:

The limit shown:

- a) for Uninsured Motorists – Bodily Injury for any one person is for all covered damages, including all derivative claims, claimed by anyone arising out of and due to **bodily injury** to one person as a result of one occurrence.



*Uninsured Motorists*

The per-person limit is the total amount available when one person sustains **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of **bodily injury**, including death, to one person as a result of one occurrence.

- b) for Uninsured Motorists – Bodily Injury for each occurrence is the total limit of our liability for all covered damages when two or more persons sustain **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims arising out of **bodily injury**, including death, to two or more persons as a result of one occurrence. This total limit is subject to the limit for any one person.
  - c) for Uninsured Motorists – Property Damage is for all covered damages claimed by one or more insureds for property damage as a result of one occurrence.
2. Coverage applies as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our Uninsured Motorists payment limits. In no event will any insured be entitled to more than the highest per-person Uninsured Motorists – Bodily Injury limit on any one policy issued by us or an affiliated company.
  3. We will pay benefits under this coverage only over and above any that would be available, except for the application of a deductible, under any Personal Injury Protection or Damage to Property Other Than a Motor Vehicle coverages of this policy.
  4. Damages payable will be reduced by any sums paid by or for any liable parties, and by any sums paid or payable under workers' compensation, disability benefits, or similar laws.
  5. Any payment under this coverage to or for an insured will reduce the amount of damages the insured may be entitled to recover under the Bodily Injury or Property Damage Liability coverages of this policy.
  6. Any payment to or for the insured under this coverage will be reduced by any amount paid or payable under any Medical Payments coverage provided by endorsement to this policy.
  7. We will pay for loss or damage under this coverage only over and above any that is paid or payable under any Physical Damage coverage provided by this policy.
  8. For the amount of this coverage above the minimum financial responsibility limits, no payment will be made until the limits of all other bodily injury liability insurance and bonds that apply have been exhausted by payments or judgments.

**OTHER INSURANCE**

1. If there is other insurance for **bodily injury** suffered by an insured while occupying a motor vehicle other than your auto, our coverage is excess over any other collectible:
  - a) insurance;
  - b) self insurance;
  - c) proceeds from a governmental entity; or
  - d) sources of recovery.
2. Except as stated above, if there is other insurance similar to this coverage for **bodily injury** under any other policy, we will be liable for only our share of the loss. Our share is our proportion of the total insurance limits for the loss.
3. With respect to property damage, we will pay the insured loss not covered by other insurance.
4. In any event, if more than one policy issued by us or an affiliated company applies on an excess basis to the same loss, we will pay only up to the highest limit of any one of them.

**DUPLICATE PAYMENT**

We will make no duplicate payment to or for any insured for the same element of loss.

*Uninsured Motorists*

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## ***Assignability***

No interest in this coverage can be transferred without our written consent. However, if the **policyholder** dies, this coverage will stay in force for the rest of the policy period. It will apply to anyone having proper custody of **your auto**.



3. Whenever **we** reasonably request, the **insured** will authorize and enable **us** to obtain medical reports, copies of records, and **loss of earnings** information.
4. The **insured** will submit to examinations by physicians **we** select, at **our** expense, as often as **we** reasonably require.
5. If the **insured** or a legal representative brings legal action to recover damages for **bodily injury** from any party, a copy of the summons and complaint or other process served must be forwarded to **us** as soon as practicable.
6. Anyone claiming damage to property will protect the property from further loss. **We** will pay reasonable expenses involved in such protection. **We** will not pay for additional damage that results from failure to protect the property.
7. For damage to property, the sworn proof of property damage loss will be submitted to **us** within 90 days after loss, in whatever form and containing all information **we** reasonably request. Damaged property will be made available to **us** to examine when **we** request, and the claimant will submit to examination under oath.

### *Assignability*

No interest in these coverages can be transferred without **our** written consent. However, if the **policyholder** dies, these coverages will stay in force for the rest of the policy period for those persons who were entitled to coverage at the time of death.

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## General Policy Conditions

We, you, and anyone insured by this policy must do certain things in order for the provisions of the policy to apply. The following are policy conditions:

### 1. HOW YOUR POLICY MAY BE CHANGED

- a) Any terms of this policy which may be in conflict with statutes of the state in which the policy is issued are hereby amended to conform.
- b) Any insured will automatically have the benefit of any extension or broadening of coverage in this policy, as of the effective date of the change, provided it does not require more premium.
- c) No other changes may be made in the terms of this policy except by endorsement or policy revision.
- d) The premium for each coverage is based on information in our possession. Any change or correction in this information will allow us to make an adjustment of the premium as of the date the change is effective.
- e) The policyholder has a duty to notify us as soon as possible of any change which may affect the premium or the risk under this policy. This includes, but is not limited to, changes in:
  - (1) the principal garaging address of the insured vehicle(s), which must be reported to us within 30 days of the date the address change becomes effective.
  - (2) drivers;
  - (3) use of the insured vehicle(s); or
  - (4) desired coverages, deductibles, or limits.

### 2. OPTIONAL PAYMENT OF PREMIUM IN INSTALLMENTS

A policyholder may pay the premium for this policy in installments, under terms and conditions approved where required by the Department of Insurance. For each separate installment payment there is an installment service charge. Your agent can provide more information.

### 3. RENEWAL

This policy is written for a six-month policy period. We will renew it for successive policy periods, subject to the following conditions:

- a) Renewal will be in accordance with policy forms, rules, rates and rating plans in use by us at the time.
- b) All premiums or premium installment payments must be paid when due.
- c) Prior to the expiration of a policy term for which premium has been paid, we will mail a notice to the policyholder for the premium required to renew or maintain the policy in effect. We will mail this notice to the address last known to us.

### 4. NON-RENEWAL

- a) At the end of each six-month period after the effective date of this policy, we will have the right to refuse to renew the entire policy or any of its coverages for reasons permitted by Delaware Law.
- b) If we elect not to renew, we will mail or deliver written notice to the policyholder 30 days in advance of the date our action will take effect. Mailing of this notice to the last known address or delivery of it to the policyholder will be considered proof of notice.
- c) For nonpayment of renewal premium, coverage will terminate at the end of the last policy period for which premium was paid.

**General Policy Conditions****5. CANCELLATION DURING POLICY PERIOD**

- a) The **policyholder** may cancel this policy or any of its coverages by mailing notice to us of the future date of cancellation desired. Based on our "short-rate table," we will retain premium for the days covered, plus a percentage-figured charge for cancelling at your request during the policy period.
- b) Up to the time this policy or any coverage has been in effect 60 days, we have unlimited right of cancellation. We may cancel by mailing notice to the **policyholder** 10 days prior to the effective date of cancellation. While the date we mail this notice must be within 60 days, the date of cancellation need not be.
- c) After any coverage of this policy has been in force 60 days, our right to cancel such coverage during the policy period is limited.
  - (1) We may cancel:
    - (a) if premiums or premium installment payments are not paid when due, whether payable directly to us or through any premium finance plan.
    - (b) for the reasons permitted by Delaware law.
  - (2) We must mail or deliver notice to the **policyholder** 30 days prior to the effective date of cancellation, unless we are cancelling for nonpayment of premium. To cancel for nonpayment, we will mail or deliver notice to the **policyholder** 10 days prior to the termination of coverage.
- d) In any case of cancellation by us under items b) or c) above, our mailing of notice to the **policyholder's** last known address will constitute proof of notice as of the date we mail it. We will retain premium for days covered during the policy period.
- e) Premium refund, if any due, will be made as soon as practicable after the date of cancellation. Mailing or delivery of our check will constitute tender of refund. If the **policyholder** requests cancellation of this policy, Delaware law requires that the **policyholder** complete a "Request for Cancellation" form before a refund can be issued.

**6. IF YOU BECOME BANKRUPT**

Bankruptcy or insolvency of any insured will not relieve us of any obligation under the terms of this policy.

**UNAUTHORIZED USE OF OTHER MOTOR VEHICLES**

Protection in this policy does not apply to other motor vehicles which any insured:

- a) uses without a reasonable belief that the insured is entitled to do so.
- b) has stolen.
- c) knows to have been stolen.

**8. FRAUD**

This policy does not cover any loss to or by any insured if any element of fraud or fraudulent action is engaged in by that insured in connection with the loss.

**LEGAL ACTION LIMITATIONS**

No legal action may be brought against the company concerning any of the coverages provided in this policy until the insured has fully complied with all terms of the policy.

Under the liability coverages of this policy, no legal action may be brought against the company until judgment against the insured has been finally determined after trial. This policy does not give anyone the right to make us a party to any action to determine the liability of an insured.

Any arbitration or legal action against the company must begin within a certain time period. Arbitration for claims under Uninsured Motorists or Damage to Property Other Than a Motor Vehicle must be requested in writing, or the proper papers for any other legal action against the company must be filed, within the time limit allowed by law:

- a) for death actions if the claim involves death of an insured;
- b) for bodily injury actions if the claim involves injury to an insured but not death; or

- c) for property damage actions if the claim is for damage to property.

The laws of the state in which the accident occurred will determine these time limits.

## 10. ARBITRATION

- a) An **insured** or claimant may request arbitration of a claim under the following coverages:

- (1) Comprehensive;
- (2) Collision;
- (3) Loss of Use;
- (4) Property Damage Liability; or
- (5) Personal Injury Protection;

by submitting the request in writing to the Delaware Insurance Commissioner within 90 days from the date an offer of settlement or denial of coverage or liability has been made by us. Arbitration will be according to procedures set forth in state law. The losing party may appeal an arbitration decision to the Superior Court by filing the appeal within 30 days after the decision is rendered.

- b) In any case of arbitration of an Uninsured Motorists claim, or a claim for Damage to Property Other Than a Motor Vehicle, the following arbitration procedure will be used:

- (1) Each party—the insured or claimant, and the company—will select a competent and disinterested arbitrator. The two so selected will select a third.
- (2) If the third arbitrator is not agreed upon within 30 days, the insured, claimant, or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending.
- (3) Each party will pay its chosen arbitrator. Each will pay half of the expenses for the third, and half of all other expenses of arbitration. Any fees of expert witnesses or attorneys will be paid by the party who hires them.
- (4) Unless it is agreed otherwise, arbitration will take place in the county and state in which the insured or claimant lives at the time of the accident. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will determine questions in dispute. A written decision on which two arbitrators agree shall be considered as the award.
- (5) As an alternative to the procedures outlined in items (1) through (4) above, if the insured or claimant and we agree, arbitration will be by rule of the American Arbitration Association.
- (6) The insured or claimant and the company will not be bound by the award determined through arbitration. Judgment upon award may be entered in any court having jurisdiction over it after such award is final and not appealed as provided herein.
- (7) When used, arbitration of uninsured, including underinsured motorists, claims is binding on the insured or claimant and the company only if neither the insured or claimant nor the company demand a trial within 60 days after an award. Trial will be in a court of competent jurisdiction. Trial will be on all issues of the award.

## 11. SUBROGATION

We have the right of subrogation under the:

- a) Physical Damage;
- b) Auto Liability;
- c) Personal Injury Protection;
- d) Damage to Property Other Than a Motor Vehicle; and
- e) Uninsured Motorists;

coverages in this policy. This means that after paying a loss to you or others under this policy, we will have the insured's right to sue for or otherwise recover such loss from anyone else who may be held liable. This right includes the insured's claims under any

General Policy Conditions

workers' compensation law. Also, we may require reimbursement from the insured out of any settlement or judgment that duplicates our payments. These provisions will be applied in accordance with state law. Any insured will sign such papers, and do whatever else is necessary to transfer these rights to us, and will do nothing to prejudice them.

**12. STATUTORY PROVISION**

If this policy provides coverage for Personal Injury Protection and Damage to Property Other Than a Motor Vehicle, the entire policy provides coverage at least as extensive as that required by Subchapter 1, Chapter 21, Title 21 of the Delaware Code.

**13. DIVIDENDS**

The policyholder is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

**14. NON-SUFFICIENT FUNDS CHARGE**

The company reserves the right to impose a fee for any premium payment that is unable to be processed due to non-sufficient funds, or if there are non-sufficient funds in an account that is being utilized for electronic funds transfer (EFT) payments. This is under the terms and conditions approved where required by the Department of Insurance.

**MUTUAL POLICY CONDITIONS**

(Applicable only to policies issued by Nationwide Mutual Insurance Company – Nationwide Mutual Fire Insurance Company.)

If this policy is issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company, the policyholder is a member of the company issuing the policy while this or any other policy issued by one of these two companies is in force. While a member, the policyholder is entitled to one vote only – regardless of the number of policies issued to the policyholder – either in person or by proxy at meetings of members of said company.

The annual meeting of members of the Nationwide Mutual Insurance Company will be held at the Home Office at Columbus, Ohio, at 10 a.m. on the first Thursday of April. The annual meeting of members of the Nationwide Mutual Fire Insurance Company will be held at the Home Office at Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of either of the above companies should elect to change the time or place of meeting, that company will mail notice of the change to the policyholder at the address last known to it. The company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the policyholder is not subject to any assessment beyond the premiums the above companies require for each policy term.

**IN WITNESS WHEREOF:** Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, or Nationwide General Insurance Company, whichever is the issuing company as shown in the Declarations, has caused this policy to be signed by its President and Secretary, and countersigned as may be required by a duly authorized representative of the company.

*Dennis W. Blick*  
Secretary

*Richard D. Crabtree*  
President



Nationwide Mutual Insurance Company • Nationwide Mutual Fire Insurance Company  
Nationwide Property and Casualty Insurance Company • Nationwide General Insurance Company  
Home Office: Columbus, Ohio 43215-2220

## UPDATING YOUR NATIONWIDE AUTO POLICY

It is important that you keep your auto policy up to date. The following instructions may prove helpful when receiving changes to your policy.

- The policy is divided into several parts such as a Table of Contents, Definitions, Physical Damage, Liability, Medical or No-Fault, Uninsured Motorists and General Policy Conditions. Endorsements are filed at the back of the policy.
- These parts are identified with an identifying letter and appropriate page numbers within the section (for example the Liability part would be identified as pages L1, L2, L3, L4).
- With any change of any of the parts of the policy, you will receive a new Table of Contents and the appropriate pages that are changed.
- To update your policy, you need only remove the plastic sleeve, remove the Table of Contents and the appropriate numbered page(s) to be replaced, insert the new Table of Contents and pages, and replace the sleeve.
- If your changes include an endorsement, simply add it to the back of the policy discarding any old endorsements with the same number. If the endorsement you receive is a new endorsement that replaces an older endorsement with a different number, you will be advised in the explanation of the changes that accompany the package.
- You are encouraged to read the accompanying explanation of the changes sent with each revision.

Thank you for choosing Nationwide for your auto insurance needs.

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